

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA**

GERALD W. CORDER,

Plaintiff,

v.

**ANTERO RESOURCES CORPORATION,
a Delaware corporation,**

Defendant.

**Civil Action No. 1:18-CV-30
Hon. Judge Irene M. Keeley**

c/w 1:18CV31, 1:18CV32,
1:18CV33, 1:18CV34, 1:18CV35,
1:18CV36, 1:18CV37, 1:18CV38,
1:18CV39, 1:18CV40 for purposes
of discovery and setting schedule

**ANTERO RESOURCES CORPORATION'S
MOTION FOR JUDGMENT ON THE PLEADINGS**

Pursuant to Federal Rule of Civil Procedure 12(c), Defendant Antero Resources Corporation (“Antero”) submits this motion for judgment on the pleadings to dismiss the remaining breach of contract claims filed by Plaintiffs Gerald W. Corder, Marlyn C. Sigmon, Garnet C. Cottrill, Randall N. Corder, Janet C. and Leroy Packard, Lorena Krafft, Cheryl Morris, Tracy Bridge, Angela Nicholson, Kevin McCall, and Brian McCall. Certain Plaintiffs’ claims are barred by the doctrines of payment and release based on a Confidential Settlement Agreement and Release of All Claims (“Settlement Agreement and Release”) entered into in August of 2015. Moreover, Antero is permitted to deduct post-production costs and employ the net-back method for “market value” leases, which were expressly excluded from the discussion in *Wellman* and removed from the reformulated certified question in *Tawney*. Finally, Antero’s royalty payments under the flat-rate lease are proper.

A memorandum in support of this motion is submitted herewith under seal along with a motion to file the memorandum under seal because the memorandum extensively refers to the Settlement Agreement and Release.

WHEREFORE, this Court should grant Defendant Antero Resources Corporation's Motion for Judgment on the Pleadings and enter an Order dismissing Plaintiffs' breach of contract claims in the second amended complaints with prejudice insofar as they pertain to (1) allegedly improper deductions on leases covered by properties included in the Confidential Settlement Agreement and Release of All Claims prior to the production month for August 2015; (2) allegedly improper deductions for "market value" leases; and (3) allegedly improper deductions for the flat-rate lease.¹

Respectfully submitted this 1st day of August 2018.

/s/ Amy M. Smith

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¹ This leaves only the claims of Marlyn Sigmon, Garnett Cottrill, and Janet and Leroy Packard regarding the proceeds lease attached to the second amended complaint as Exhibit 5. These Plaintiffs have not identified any deductions Antero allegedly took from this proceeds lease, and these Plaintiffs cannot prove any set of facts in support of their breach of contract claims for the proceeds lease entitling them to relief.

CERTIFICATE OF SERVICE

I hereby certify that on the 1st day of August 2018, I electronically filed the foregoing *“Antero Resources Corporation’s Motion for Judgment on the Pleadings”* with the Clerk of the Court using the CM/ECF System, which will send notification of such filing to the following CM/ECF participants:

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/s/ Amy M. Smith